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8 UNITED STATES DISTRICT COURT  
9 SOUTHERN DISTRICT OF CALIFORNIA

10  
11 KAPLAN, INC., a Delaware corporation ) Case No. 07CV0294 JM BLM  
12 Plaintiff, )  
13 vs. )  
14 EDEF HEALTH SERVICES )  
INTERNATIONAL, LLC, a California )  
15 Limited Liability Company, and EDNA )  
DOMINGO, an individual, )  
16 Defendants. )  
17 \_\_\_\_\_ )  
CONSENT JUDGMENT AND  
PERMANENT INJUNCTION

18 WHEREAS, Plaintiff Kaplan, Inc. (“Kaplan”) filed Civil Action No. 07CV0294 JM BLM  
19 entitled Kaplan, Inc. vs. EDEF Southern District of California, asserting, *inter alia*, claims of  
20 copyright infringement, false designation of origin, and trademark dilution against defendants  
21 EDEF Health Services International (“EDEF”) and Edna Domingo (collectively, “Defendants”);

22 WHEREAS, the parties hereto have agreed to resolve the aforementioned claims by  
23 settlement agreement, and by a consent judgment as set forth below;

24 Without admitting liability or any wrongdoing, Defendants have agreed to entry of  
25 this Consent Judgment and Permanent Injunction to fully and finally settle this matter.

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1 NOW, therefore, upon the consent of the parties hereto, it is hereby **ORDERED**,

2 **ADJUDGED AND DECREED** that:

3 1. This Court has jurisdiction over the subject matter of this action and the  
4 undersigned parties hereto.

5 2. Defendants, their officers, agents, servants, employees and attorneys, and all  
6 persons in active concert or participation with any of them are permanently enjoined and  
7 restrained from:

8 (i) Reproducing and/or distributing Kaplan's copyrighted test  
9 preparation materials, including outlines, worksheets, lectures, exams, and other materials, and  
10 specifically including but not limited to "Kaplan Nursing The Course Book: Preparation for the  
11 NCLEX-RN Exam" ("The Course Book"), which is comprised of test preparation materials such  
12 as the Kaplan Decision Tree, and the Kaplan Diagnostic Exam, anywhere throughout the World.

13 (ii) Using the KAPLAN name and trademark in connection with EDEF  
14 and/or Edna Domingo's services as an instructor, or any other business or test preparation service  
15 anywhere throughout the World.

16 (iii) Engaging in any acts contributing to and/or assisting any of the  
17 foregoing.

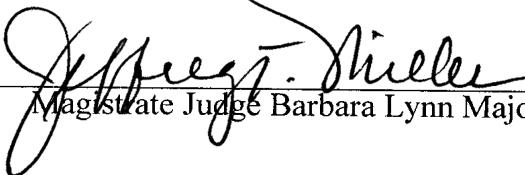
18 3. Within five (5) business days of the date of this Consent Order and  
19 Judgment, Defendants shall deliver to counsel for Kaplan for destruction all unauthorized copies  
20 of Kaplan test preparation and/or course materials in Defendants' possession, custody and control.

21 4. Within five (5) business days of the date of this Consent Order, Defendants  
22 shall execute and deliver to counsel for Kaplan an affidavit confirming that all materials set forth  
23 in Paragraph 3 have been delivered to counsel for Kaplan in accordance with said paragraph and  
24 that Defendants are no longer in possession, custody or control of any such materials.

25 5. This Court shall retain jurisdiction over this action for purposes of  
26 enforcement of this Consent Order and Judgment.

1 6. All parties hereto shall bear their own attorneys' fees and costs.

2 7. Notwithstanding any contrary provisions of the Federal Rules of Civil  
3 Procedure or the absence of any findings of fact and/or conclusions of law by this Court,  
4 any requirements for which have been expressly waived by Plaintiff and Defendants, this  
5 Consent Judgment is a final judgment in this action and suitable for entry by the Clerk  
6 pursuant to Fed. R. Civ. Proc. 58 and 79(a). All rights to appeal this final judgment, on  
7 any basis, have been expressly waived by the parties.

8   
9 Magistrate Judge Barbara Lynn Major  
10

11 Entry of the foregoing judgment with permanent injunction is hereby  
12 CONSENTED TO AND APPROVED:

13 DATED: June 15, 2007.

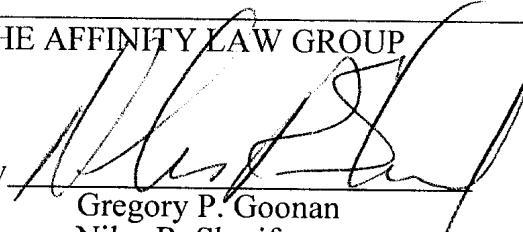
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17 Attorneys for EDEF Health Services  
18 International and Edna Domingo

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**PROOF OF SERVICE**

I, Vicki S. Henderson, the undersigned, declare that:

3 I am employed in the County of Los Angeles, State of California, over the age  
4 of 18, and not a party to this cause. My business address is 10100 Santa Monica  
5 Boulevard, Suite 2200, Los Angeles, California 90067-4120.

6 On June 19, 2007, I served a true copy of the **CONSENT JUDGMENT**  
7 **AND PERMANENT INJUNCTION** on the parties in this cause by placing the  
8 above named document in a sealed envelope addressed as set forth below, or on the  
9 attached service list. I caused each such envelope, with postage thereon fully  
10 prepaid, to be deposited for collection and mailing with the United States Postal  
11 Service in accordance with Loeb & Loeb LLP's ordinary business practices.

12 Niles R. Sharif  
13 Law Offices of Niles R. Sharif  
9001 Grossmont Boulevard  
LaMesa, CA 91941

Gregory P. Goonan  
The Affinity Law Group  
600 West Broadway, Suite 400  
San Diego, CA 92101

I am readily familiar with Loeb & Loeb LLP's practice for collecting and processing correspondence for mailing with the United States Postal Service and Overnight Delivery Service. That practice includes the deposit of all correspondence with the United States Postal Service and/or Overnight Delivery Service the same day it is collected and processed.

I certify that I am employed in the office of a member of the bar of this Court  
at whose direction the service was made.

I declare under penalty of perjury that the foregoing is true and correct

Executed on June 19, 2007, at Los Angeles, California

ngles, California.  
Vicki S. Henderson